NUMBER 200239 SHARES

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

SEWARD PARK HOUSING CORPORATION

The Corporation is authorized to issue 60,000 shares of Capital Stock of a par value of \$100 each

J. MVRos

THIS IS TO CERTIFY that

Joshua Shainberg and Marysa Shainberg
39 Shares of the capital stock of SEWARD PARK HOUSING CORPORATION of the par value of One Hundred Dollars (\$100) each, fully paid and non-assessable transferable on the books of the Corporation by the holder(s) hereof in person, or by duly authorized attorney upon surrender of this certificate together with a duly executed instrument of transfer.

The rights of any holder(s) hereof are subject to the Certificate of Incorporation and Bylaws of the Corporation and to the provisions of a certain Proprietary Lease made between the person(s) in whose name(s) this certificate is issued, as Lessee(s) and the Corporation, as Lessor, which include, inter alia:

(a) Article FOURTH of the Certificate of Incorporation, which provides that every holder of capital stock of the Corporation shall be entitled to one vote regardless of the number of shares held by such stockholder; and that, for this purpose, all joint or common holders of the same shares shall be deemed to be one stockholder; and

(b) provisions of the Bylaws and Proprietary Lease which limit and restrict the rights of any transferee or assignee hereof, require the prior approval of the Board of Directors of the Corporation for any such transfer or assignment, provide that the shares represented by this certificate are transferable only as an entirety and only to an approved assignee of the Proprietary Lease, grant a right of first refusal to the Corporation in connection with any such transfer or assignment and fix maximum resale prices and transfer fees for any such transfer or assignment.

Copies of the Certificate of Incorporation, Bylaws and Proprietary Lease are on file and available for inspection at the office of the Corporation.

The directors of the Corporation may refuse to consent to the transfer of the shares represented by this certificate until any indebtedness of the holder(s) hereof to the Corporation is paid in full. The Corporation, by the terms of the Bylaws and Proprietary Lease, has a first lien on the shares represented by this certificate for all sums due and to become due under the Bylaws and/or the Proprietary Lease and for all other indebtedness from the holder(s) hereof.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this

16 day of October in the year 2001

SECRETARY OR TREASURER

Benjamin Melt
PRESIDENT OR VICE-PRESIDENT

GRAUBARD DECI EX.

130
1001

**SEWARD PARK
HOUSING CORPORATION**



PROPRIETARY LEASE
AND
HOUSE RULES

SEWARD PARK HOUSING CORPORATION

Lessee(s):

Joshua Shainberg
Laryssa Shainberg

JTWROS

Building Address:

385 Grand Street

Apartment No.:

L 806

Dated:

October 16, 2001

As approved at Special
Meeting of Shareholders held
on October 7-8, 1996

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PROPRIETARY LEASE

4/13 **PROPRIETARY LEASE**, made as of October 16, 199¹₀, by and between **SEWARD PARK HOUSING CORPORATION**, a New York corporation having an office at 465 Grand Street, New York, New York 10002, hereinafter called the Lessor, and Joshua Shainberg and Larissa Shainberg, hereinafter collectively called the Lessee.

WHEREAS, the Lessor owns and operates, upon a cooperative basis, a housing development located in the State, City and County of New York (hereinafter referred to as the "Development"), which contains residential apartments and other spaces at the street numbers 208/210/212/264/266/268 East Broadway and 383/385/387/413/415/417 Grand Street, (hereinafter referred to as the "Building(s)"), as well as two separate commercial/retail buildings, one office building, a garage, sitting areas, playgrounds, parking areas, and related facilities, and

WHEREAS, the Lessee is the owner of 39 shares of the capital stock of the Lessor, to which shares this lease is appurtenant and which have been allocated to Apartment 1006 in the Building at street number 385 Grand Street, New York, New York, (hereinafter referred to as the "Apartment"),

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter provided, the Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter expressed, and the Lessee hereby hires and takes from the Lessor, the Apartment listed above to be used and occupied as a strictly private dwelling and not otherwise by the Lessee and such others as are expressly permitted under this lease,

TO HAVE AND TO HOLD the Apartment, with the appurtenances, unto the Lessee and the executors, administrators and legal representatives of the Lessee and unto such assigns of the Lessee as may be authorized hereunder, for a term to commence on the date of this lease, and to end on the 31st day of December, 2096 (unless sooner terminated, or unless the lease shall sooner expire, as hereinafter provided) at an annual rent (sometimes herein referred to as "maintenance") equal to the Lessee's Proportionate Share of the Cash Requirements of the Lessor, as said terms are hereinafter defined, together with additional rent and other fees and charges as herein provided.

1. CASH REQUIREMENTS.

The cash requirements (the "Cash Requirements") of the Lessor for each year (for the purposes hereof each year shall be deemed to be the Lessor's then fiscal year) are hereby defined and shall be deemed to be such aggregate sum as the Board of Directors of the Lessor from time to time shall determine in its judgment is to be paid by all the lessees under proprietary leases then in force on account of the estimated expenses and outlays of the Lessor to the close of such

IN WITNESS WHEREOF, the parties have executed this lease the day and year
first above written.

SEWARD PARK HOUSING CORPORATION

By: Donald West
President/Vice President

Laura Shantz
Lessee

Joshua Shantberg
Lessee

Lessee

State of New York)

ss:

County of New York)

On the 27 day of JUNE, 2001 before me, the undersigned, personally appeared

Donald West - President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Vivian Robinson
Signature and Office of Individual
Taking Acknowledgement

VIVIAN ROBINSON
Notary Public, State of New York
No. 01RO5073634
Qualified in Bronx County
Commission Expires March 03, 2003

State of New York)

ss:

County of New York)

On the 16 day of October, 2001 before me, the undersigned, personally appeared

Joshua Shainberg & Larissa Shainberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Anastasia M. Tsongas
Signature and Office of Individual
Taking Acknowledgement

ANASTASIA M. TSONGAS
Notary Public, State Of New York
No. 01TS6059341
Qualified In Queens County
Commission Expires May 29, 2003

**Joshua Shainberg
385 Grand Street
Apartment L-806
New York, N.Y. 10002
212-[REDACTED] Home
212-[REDACTED] fax
917-[REDACTED] cellular**

**February 2, 2003
Seward Park Housing Corp.
413 Grand Street
New York, New York 10002**

REDACTED

Dear Management and Ms. Vivian Robinson,

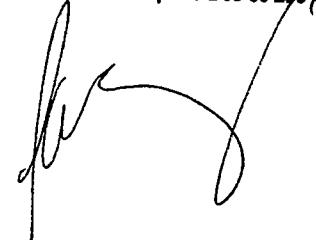
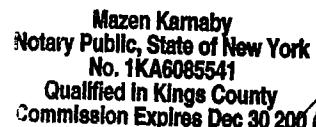
I, Laryssa Shainberg, am accepting the request of my husband, Joshua Shainberg, that his name be removed from our stock certificate. The original number is 2002. Our apartment number is L806. This is a mutual decision on both our parts.

Sincerely,



Laryssa Shainberg

**Mazen Karnaby
Notary Public, State of New York
No. 1KA6085541
Qualified in Kings County
Commission Expires Dec 30 200**



**Joshua Shainberg
385 Grand Street
Apartment L-806
New York, N.Y. 10002
212-[REDACTED] Home
212-[REDACTED] fax
917-[REDACTED] cellular**

REDACTED

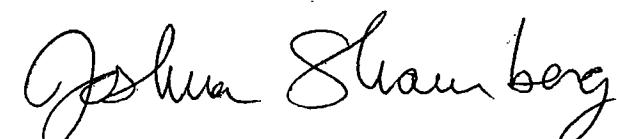
**February 2, 2003
Seward Park Housing Corp.
413 Grand Street
New York, New York 10002**

Dear Management and Ms. Vivian Robinson,

This letter authorizes the Management and/or Seward Park Housing Corp. to transfer all my rights and title to 385 Grand Street, Apartment L-806. I am requesting that my name be taken off the certificate and only the name of my wife remain on the certificate. The certificate number is # 2002.

Sincerely,

Joshua Shainberg



**Mazen Karnaby
Notary Public, State of New York
No. 1KA6085541
Qualified In Kings County
Commission Expires Dec 30 2000**



GRAUBARD DECL. EX. 19



**SEC140
SP0302**

Laryssa D. Shainberg
385 Grand Street, L806
New York, N.Y. 10002
212-████████, 917-████████ cell

REDACTED

February 23, 2003
Board of Directors
Seward Park Housing Corp.
413 Grand Street
New York, N.Y. 10002

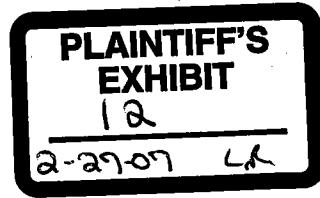
Dear Board of Directors,

Enclosed is my application for removing a name from a stock certificate. As you can see, I am reporting over five hundred thousand dollars in liquid assets (mostly cash and money market). I have jointly filed with my husband since 1998. I have not worked between the end of 1999 and the middle of 2002. This was due to the birth of my two children. Since the middle of 2002 I have worked with 'Europhone' in Elmsford, New York. I have done mostly marketing consultation with them. It is not possible to get a letter from my previous employer as my employment there ended in 1998 and their 'structure' has changed. Nevertheless I am enclosing a copy of the W2/IRS form for that time. The remaining items you requested are provided with the application. It should be noted that some investment account statements may be reported on a quarterly basis.

Sincerely,



Laryssa D. Shainberg



FINANCIAL STATEMENT

NAME(S): LANYSSA D. STAINBERG
 ADDRESS: 385 GRAND STREET #L806 N.Y. N.Y. 10002

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the
23rd day of February 2003.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks	<u>456,000</u>		Notes Payable:	—	
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks -see schedule	<u>80,000</u>		To Others		
Investment in Own Business			Installment Accounts Payable		
Accounts and Notes Receivable			Automobile		
Real Estate Owned - see schedule	<u>450,000</u>		Other		
Year Make			Other Accounts Payable		
Automobiles:			Mortgages Payable on Real Estate - - see schedule		
Personal Property & Furniture	<u>45,000</u>		Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies (Include Premium Advances)		
401K			Outstanding Credit Card Loans		
KEOGH			Other Debts - itemize		
Profit Sharing/Pension Plan			TOTAL LIABILITIES	<u>0</u>	
Other Assets			NET WORTH	<u>1,031,000</u>	
TOTAL ASSETS	<u>1,031,000</u>		TOTAL LIABILITIES &		
COMBINED ASSETS	<u>1,031,000</u>		NET WORTH		
SOURCE OF INCOME			COMBINED	<u>\$ 1,031,000</u>	
<u>EUROPHONE USA</u>					
	Applicant	Co-Applicant	CONTINGENT LIABILITIES		
Base Salary	\$	\$	As Endorser or Co-maker on Notes	\$ —	
Overtime Wages	\$	\$	Alimony Payments (Annual)	\$ —	
Bonus & Commissions	<u>\$20,000</u>	\$	Child Support	\$ —	
Dividends and Interest Income	<u>\$5850</u>	\$	Are you defendant in any legal action?	<u>NO</u>	
Real Estate Income (Net)	\$	\$	Are there any unsatisfied judgments?	<u>NO</u>	
Other Income-itemize	\$	\$	Have you ever taken bankruptcy? Explain:	<u>NO</u>	
TOTAL	<u>\$26,850</u>	\$			
GENERAL INFORMATION			PROJECTED EXPENSES/MONTHLY		
Personal Bank Accounts at <u>CHASE MANHATTAN BANK</u>			Maintenance	\$	<u>650</u>
Savings & Loans Accounts at <u>CHASE BANK</u>			Apartment Financing	\$	
Purpose of Loan			Other Mortgages	\$	
			Bank Loans	\$	
			Auto Loan	\$	
			TOTAL	\$	<u>650</u>

GRAUBARD DECL. EX. 17

PLAINTIFF'S

EXHIBIT

2-27-07 42

SEC142

SP0303

SCHEDULE OF BONDS AND STOCKS

AMOUNT OF SHARES	DESCRIPTION (EXTENDED VALUATION IN COLUMN)	MARKETABLE VALUE	NON-MARKETABLE VALUE
1196.2	LIBERTY COLUMBIA HIGH YIELD FUND CLASS B	10,050.00	
1196.9	HARTFORD MIDCAP FUND CLASS A	18,880.00	
3263.7	ALLIANCE CBF BALANCED PORTFOLIO ALT B	25,980.00	
3263.7	ALLIANCE CBF BALANCED PORTFOLIO ALT B	25,980.00	

SCHEDULE OF REAL ESTATE

DESCRIPTION AND LOCATION	COST	ACTUAL VALUE	MORTGAGE AMOUNT	MATURITY DATE
3BL COOP 385 Grand St #L906		450,000	—	—

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

TO WHOM PAYABLE	DATE	AMOUNT	DUUE	INTEREST	PLEDGE AS SECURITY
N/A					

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is true and correct.

Date: 02/23/2003

Signature: L. Slesinger

Date: 20

Signature: _____

March 29, 2003
The Board of Directors
Seward Park Housing Corp.
413 Grand Street
New York, N.Y. 10002

To whom it may concern,

I am taking all responsibility for current and future expenses and costs related to 385
Grand Street, Apartment L806.

Sincerely,

Joshua Shainberg
Joshua Shainberg

DORSHA SAUL
Notary Public, State of New York
No. 01SA6081041
Qualified in Richmond County
Commission Expires October 28, 2006

Dorsha Saul



NUMBER 2695

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

SEWARD PARK HOUSING CORPORATION

The Corporation is authorized to issue 60 000 shares of Capital Stock of a par value of \$100 each

THIS IS TO CERTIFY that

39 1/2 SA 1. S. Parkers

is (are) the owner(s) of 39 1/2 SA 1. S. Parkers Shares of the capital stock of SEWARD PARK HOUSING CORPORATION of the par value of One Hundred Dollars (\$100) each, fully paid and non-assessable transferable on the books of the Corporation by the holder(s) hereof in person or by duly authorized attorney upon surrender of this certificate together with a duly executed instrument of transfer.

The rights of any holder(s) hereof are subject to the Certificate of Incorporation and Bylaws of the Corporation and to the provisions of a certain Proprietary Lease made between the person(s) in whose name(s) this certificate is issued, as Lessee(s) and the Corporation, as Lessor, which include, *inter alia*:

(a) Article FOURTH of the Certificate of Incorporation, which provides that every holder of capital stock of the Corporation shall be entitled to one vote regardless of the number of shares held by such stockholder and that, for this purpose, all joint or common holders of the same shares shall be deemed to be one stockholder; and
 (b) provisions of the Bylaws and Proprietary Lease which limit and restrict the rights of any transferee or assignee hereof, require the prior approval of the Board of Directors of the Corporation for any such transfer or assignment, provide that the shares represented by this certificate are transferable only as an entirety and only to an approved assignee of the Proprietary Lease, grant a right of first refusal to the Corporation in connection with any such transfer or assignment and fix maximum resale prices and transfer fees for any such transfer or assignment.

Copies of the Certificate of Incorporation, Bylaws and Proprietary Lease are on file and available for inspection at the office of the Corporation.

The directors of the Corporation may refuse to consent to the transfer of the shares represented by this certificate until any indebtedness of the holder(s) hereof to the Corporation is paid in full. The Corporation, by the terms of the Bylaws and Proprietary Lease, has a first lien on the shares represented by this certificate for all sums due and to become due under the Bylaws and/or the Proprietary Lease and for all other indebtedness from the holder(s) hereof.

IN WITNESS WHEREOF the Corporation has caused this certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this 3rd day of April in the year 2003

SECRETARY OR TREASURER

PRESIDENT OR VICE PRESIDENT

PLAINTIFF'S
EXHIBIT
31
5-16-07 LR

1806

39

SHARES

SP 0245
SEC 145

PROPRIETARY LEASE
AND
HOUSE RULES

SEWARD PARK HOUSING CORPORATION

Lessee(s):

Laryssa Shainberg

Building Address:

385 Brand Street

Apartment No.:

L806

Dated:

April 3, 2003

As approved at Special
Meeting of Shareholders held
On October 7-8, 1996



State of New York)

ss:

County of New York)

On the 3rd day of April, 2003 before me, the undersigned, personally appeared

Steven Danenberg - President, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dorsha Saul

Signature and Office of Individual
Taking Acknowledgement

DORSHA SAUL
Notary Public, State of New York
No. 01SA6081041
Qualified in Richmond County
Commission Expires October 28, 2006

State of New York)

ss:

County of New York)

On the 3rd day of April, 2003 before me, the undersigned, personally appeared

LARYSSA Shainberg

known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dorsha Saul

Signature and Office of Individual
Taking Acknowledgement

DORSHA SAUL
Notary Public, State of New York
No. 01SA6081041
Qualified in Richmond County
Commission Expires October 28, 2006

PROPRIETARY LEASE

PROPRIETARY LEASE, made as of April 3, 2003, by and between Seward Park Housing Corporation, a New York corporation having an office at 413 Grand Street, New York, New York 10002, hereinafter called the Lessor, and KATYSSA, hereinafter collectively called the Lessee.

WHEREAS, the Lessor owns and operates, upon a cooperative basis, a housing development located in the State, City and County of New York (hereinafter referred to as the "Development"), which contains residential apartments and other spaces at the street numbers 208/210/212/264/266/268 East Broadway and 383/385/387/413/415/417 Grand Street, (hereinafter referred to as the "Building(s)"), as well as two separate commercial/retail buildings, one office building, a garage, sitting areas, playgrounds, parking areas, and related facilities, and

WHEREAS, the Lessee is the owner of 39 shares of the capital stock of the Lessor, to which shares this lease is appurtenant and which have been allocated to Apartment 1806 in the Building at street number 385 Grand Street, New York, New York, (hereinafter referred to as the "Apartment"),

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter provided, the Lessor hereby leases to the Lessee, subject to the terms and conditions hereinafter expressed, and the Lessee hereby hires and takes from the Lessor, the Apartment listed above to be used and occupied as a strictly private dwelling and not otherwise by the Lessee and such others as are expressly permitted under this lease,

TO HAVE AND TO HOLD the Apartment, with the appurtenances, unto the Lessee and the executors, administrators and legal representatives of the Lessee and unto such assigns of the Lessee as may be authorized hereunder, for a term to commence on the date of this lease, and to end on the 31st day of December, 2096 (unless sooner terminated, or unless the lease shall sooner expire, as hereinafter provided) at an annual rent (sometimes herein referred to as "maintenance") equal to the Lessee's Proportionate Share of the Cash Requirements of the Lessor, as said terms are hereinafter defined, together with additional rent and other fees and charges as herein provided.

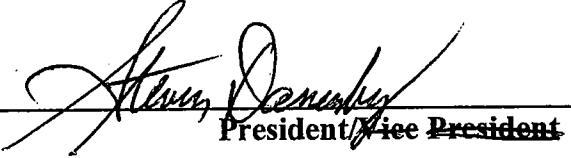
1. CASH REQUIREMENTS.

The cash requirements (the "Cash Requirements") of the Lessor for each year (for the purposes hereof each year shall be deemed to be the Lessor's then fiscal year) are hereby defined and shall be deemed to be such aggregate sum as the Board of Directors of the Lessor from time to time shall determine in its judgment is to be paid by all the lessees under proprietary leases then in force on account of the estimated expenses and outlays of the Lessor to the close of such year or portion of such year for which such determination is made (after deducting any estimated rent or income to be received during such year other than rent under proprietary leases) growing out of or connected with the ownership, maintenance and operation of the Development, which sum shall include, among other things, taxes, assessments, water and sewer rates, insurance

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

SEWARD PARK HOUSING CORPORATION

By:


President/Vice President


Lessee

Lessee

Lessee